

EXHIBIT 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE

A series of horizontal black bars of varying lengths, representing redacted text. The bars are arranged in a list-like fashion, with some bars being longer than others, suggesting different levels of redaction or different types of information being withheld. The bars are solid black and have no text or other markings on them.

(c) the role and responsibilities of each Person with respect to each Contract.

OBJECTIONS AND RESPONSE: Varsity objects to Interrogatory No. 9 as seeking irrelevant information, as overly broad, unduly burdensome, and disproportional to the needs of the case. Varsity further objects that Interrogatory No. 9 is actually six interrogatories per person identified, in that it asks about six distinct types of contracts and requests further information for each person identified. Varsity further objects that the terms “involved in” and “role and responsibilities” are vague and ambiguous and susceptible to multiple interpretations.

Subject to and without waiving those objections, Varsity responds that the individuals at Varsity with primary responsibility for negotiating “venues where All Star Events, Championships, or Championship Qualifiers are held” during the period January 1, 2015 to June 30, 2020 were Tres Letard and Brian Elza and, in the case of Walt Disney World, Melanie Berry. The individual at Varsity with primary responsibility for negotiating with “broadcasters of All Star Events, Championships, or Championship Qualifiers” during the period January 1, 2015 to June 30, 2020 was Nicole Lauchaire. The individuals at Varsity with primary responsibility for negotiating with “third-party merchandisers or retailers selling Apparel or other cheerleading-related merchandise at All Star Events” during the period January 1, 2015 to June 30, 2020 were John Newby and Chris Darby. The individuals at Varsity with primary responsibility for negotiating with entities “involved in the sales of tickets for All Star Events, Championships, or Championship Qualifiers” during the period January 1, 2015 to June 30, 2020 were John Newby and Chris Darby. The individuals at Varsity with primary responsibility for negotiating with entities “involved in Varsity’s Stay to Play program” during the period January 1, 2015 to June 30, 2020 were Tres Letard and Brian Elza.

CONFIDENTIAL

As to the objections:

Dated: December 28, 2020

DocuSigned by:

Matthew S. Mulqueen

By: 85DAF0B684C3418...

George S. Cary*
Mark W. Nelson*
Alexis Collins*
Steven J. Kaiser*
**CLEARY GOTTlieb STEEN & HAMILTON
LLP**
2112 Pennsylvania Ave., NW
Washington, DC 20037
Tel: (202) 974-1500
gcary@cgsh.com
mnelson@cgsh.com
alcollins@cgsh.com
skaiser@cgsh.com

Adam S. Baldridge (TN #23488)
Matthew S. Mulqueen (TN #28418)
**BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC**
165 Madison Ave., Suite 2000
Memphis, TN 38103
Tel: (901) 577-8166
abaldridge@bakerdonelson.com
mmulqueen@bakerdonelson.com

* Admitted *pro hac vice*

*Attorneys for Defendants Varsity Brands, LLC,
Varsity Spirit, LLC, and Varsity Spirit Fashion &
Supplies, LLC*

As to the responses:

I, John Newby, am authorized to verify the above responses and declare under penalty of perjury that they are true and correct to the best of my knowledge, information, and belief:

Dated: December 28, 2020

By: 